


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 14	
2. CONTRACT NO. W911RQ-05-P-0010		3. AWARD/EFFECTIVE DATE 15-Oct-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RQ-04-T-0300	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DEBBI JONES				b. TELEPHONE NUMBER (No Collect Calls) 903-334-2513	
9. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000 TEL: FAX:		CODE W911RQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 333515 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS NET 30 DAYS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
						13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO RED RIVER ARMY DEPOT DARLENE PHELPS XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000		CODE W911RQ		16. ADMINISTERED BY DEBBI JONES PHONE: 903-334-2513 FAX: 903-334-2628/2541 DJONES@REDRIVER-EX.ARMY.MIL TEXARKANA TX 75507-5000			
17a. CONTRACTOR/ OFFEROR TIFCO INDUSTRIES INC STAN ADAMS 21400 NORTHWEST FREEWAY P O BOX 40277 CYPRESS TX 77429-1950 TEL. 903-838-8449		CODE 0BPN7		18a. PAYMENT WILL BE MADE BY DFAS - ROCK ISLAND OPERATING LOCATION ATTN: DFAS-RI-FPV BLDG 68 ROCK ISLAND IL 61299-8300		CODE HQ0303	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$41,762.50	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE WRITTEN QUOTE <input checked="" type="checkbox"/> OFFER DATED <u>23-Sep-2004</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						15-Oct-2004	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DONALD E. KENNEDY / CONTRACTING OFFICER TEL: 903-334-2656 EMAIL: dkennedy@redriver-ex.army.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 14
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
<div style="border: 1px solid black; padding: 2px;">PARTIAL</div>	<div style="border: 1px solid black; padding: 2px;">FINAL</div>					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	AUGER BITS 7/16 IN. SHANK DIA, FLAT ROUND STYLE, 17 IN O-A LENGTH, HOLLOW CENTER SINGLE TWIST W-SCREW POINT, .4375 IN CUTTING DIA, 7/16 IN X 12 IN TWIST LENGTH, 40 MIN 53. MAX ROCKWELL C HARDNESS, STEEL O-A. FIRM FIXED PRICE NSN: 5133003602730 MILSTRIP: W45G1841051388 PURCHASE REQUEST NUMBER: W45G1841051388	150	Each	\$12.31	\$1,846.50
NET AMT					\$1,846.50
ACRN AA Funded Amount					\$1,846.50

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	AUGER BITS 7/16 IN SHANK DIA, FLAT ROUND SHANK, 29 IN O-A LENGTH, HOLLOW CENTER SINGLE TWIST W-SCREW POINT STYLE, .4375 IN CUTTING DIA, 7/16" x 24 IN TWIST LENGTH, 40 MIN 53 MAX ROCKWELL C HARDNESS, STEEL O-A. FIRM FIXED PRICE NSN: 5133003602731 MILSTRIP: W45G1841051389 PURCHASE REQUEST NUMBER: W45G1841051389	150	Each	\$29.12	\$4,368.00
NET AMT					\$4,368.00
ACRN AB Funded Amount					\$4,368.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	AUGER BITS 3/4 IN SHANK DIA, FLAT ROUND SHANK, 7/16 IN X 17 IN O-A LENGTH, HOLLOW CENTER SINGLE TWIST W-SCREW POINT, .75 IN CUTTING DIA, 12 IN TWIST LENGTH, 40 MIN 53 MAX ROCKWELL C HARDNESS, STEEL O-A. FIRM FIXED PRICE NSN: 5133003602732 MILSTRIP: W45G1841051390 PURCHASE REQUEST NUMBER: W45G1841051390	150	Each	\$14.94	\$2,241.00

NET AMT	\$2,241.00
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ACRN AC Funded Amount	\$2,241.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	AUGER BITS 3/4 IN SHANK DIA, FLAT ROUND SHANK, 29 IN O-A LENGTH, HOLLOW CENTER SINGLE TWIST W-SCREW POINT STYLE, .75 IN CUTTING DIA, 7/16 IN X 24 IN TWIST LENGTH, 40 MIN 53 MAX ROCKWELL C HARDNESS, STEEL FIRM FIXED PRICE NSN: 5133003602733 MILSTRIP: W45G1841051391 PURCHASE REQUEST NUMBER: W45G1841051391	150	Each	\$32.20	\$4,830.00

NET AMT	\$4,830.00
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ACRN AD Funded Amount	\$4,830.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		50	Each	\$17.81	\$890.50

AUGER BITS

1 IN SHANK DIA, FLAT ROUND SHANK, 17 IN O-A LENGTH, HOLLOW
CENTER SINGLE TWIST W-SCREW POINT STYLE, 1 IN CUTTING DIA,
7/16IN X 12 IN TWIST LENGTH, 40 MIN 53 MAX ROCKWELL C

HARDNESS, STEEL O-A

FIRM FIXED PRICE

NSN: 5133003602734

MILSTRIP: W45G1841051392

PURCHASE REQUEST NUMBER: W45G1841051392

NET AMT	\$890.50
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ACRN AE Funded Amount

\$890.50

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		50	Each	\$38.89	\$1,944.50

AUGER BITS

1 IN SHANK DIA, FLAT ROUND SHANK, 29 IN O-A LENGTH, HOLLOW
CENTER SINGLE TWIST W-SCREW POINT STYLE, 1 IN CUTTING DIA,
7/16 IN X 24 IN TWIST LENGTH, 40 MIN 53 MAX ROCKWELL C

HARDNESS, STEEL O-A

FIRM FIXED PRICE

NSN: 5133005413751

MILSTRIP: W45G1841051393

PURCHASE REQUEST NUMBER: W45G1841051393

NET AMT	\$1,944.50
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ACRN AF Funded Amount

\$1,944.50

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	AUGER BIT SET MIL SPEC MIL-B-52390 BIT SET, AUGER, 16 COMPONENTS, CONSISTS OF: 3 EA BIT 5133003602730(12.31 x 3), 3 EA BIT 5133003602731(29.12 X 3), 3 EA BIT 5133003602732(14.94 X 3), 3 EA BIT 5133003602733(32.20 X 3), 1 EA BIT 5133003602734(17.81 X 1), 1 EA BIT 5133003602737, 1 EA BIT 5133005295720, 1 EA BIT 5133005413751(38.89 X 1), FURNISHED IN A TOOL ROLL, TYPE 2, STYLE A, GSA P-N MIL-B-52390 TY2STA, JOHNSON INDUSTRIAL SUPPLY P-N FCT ADSWB NSN: 5133006987960 MILSTRIP: W45G1841381739 PURCHASE REQUEST NUMBER: W45G1841381739 FIRM FIXED PRICE	50	Set	\$512.84	\$25,642.00

NET AMT	\$25,642.00
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ACRN AH Funded Amount	\$25,642.00
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FOB: Destination

INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	08-NOV-2004	150	RED RIVER ARMY DEPOT DARLENE PHELPS XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000 903-334-3818 FOB: Destination	W911RQ

0002	08-NOV-2004	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0003	08-NOV-2004	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0004	08-NOV-2004	150	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0005	08-NOV-2004	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0006	08-NOV-2004	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0007	08-NOV-2004	50	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

ACCOUNTING AND APPROPRIATION DATA

AA:	97X4930.AAPP6D	31EA534000W45G1841051388L01M3T041117
COST	000000000000	
CODE:		
AMOUNT:	\$1,846.50	
AB:	97X4930.AAPP6D	31EA534000W45G1841051389L01M3T041117
COST	000000000000	
CODE:		
AMOUNT:	\$4,368.00	
AC:	97X4930.AAPP6D	31EA534000W45G1841051390L01M3T041117
COST	000000000000	
CODE:		
AMOUNT:	\$2,241.00	
AD:	97X4930.AAPP6D	31EA534000W45G1841051391L01M3T041117
COST	000000000000	
CODE:		
AMOUNT:	\$4,830.00	
AE:	97X4930.AAPP6D	31EA534000W45G1841051392L01M3T041117
COST	000000000000	
CODE:		
AMOUNT:	\$890.50	
AF:	97X4930.AAPP6D	31EA534000W45G1841051393L01M3T041117
COST	000000000000	
CODE:		
AMOUNT:	\$1,944.50	
AH:	97X4930.AAPP6D	31EA534000W45G1841381739L01M3T041117
COST	000000000000	
CODE:		
AMOUNT:	\$25,642.00	

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9002 REGISTERED

Red River Army Depot, an ISO 9002 registered industrial complex, is committed to quality.

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

52.211-4009 DELIVERIES TO RED RIVER ARMY DEPOT (RRAD)

Receiving hours at Red River Army Depot are from 6:00 AM to 1:00 PM, Monday through Friday (excluding Federal holidays). Telephone (903) 334-3520.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004) ALTERNATE I (FEB 2000)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) to 52.219-5.

___(iii) Alternate II to (JUNE 2003) 52.219-5.

___(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-6.

___(iii) Alternate II (MAR 2004) of 52.219-6.

___(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-7.

___(iii) Alternate II (MAR 2004) of 52.219-7.

___(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___(ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___(ii) Alternate I (JUNE 2003) of 52.219-23.

___(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

__XX__ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

____ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

____ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

____ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

____ (ii) Alternate I (JAN 2004) of 52.225-3.

____ (iii) Alternate II (JAN 2004) of 52.225-3.

____ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__XX__ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__XX__ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

- ____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).
- (d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified FOR UP TO 50% OF ORIGINAL QUANTITIES. The Contracting Officer may exercise the option by written notice to the Contractor within 30 DAYS OF EXPIRATION OF PURCHASE ORDER. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from RED RIVER ARMY DEPOT, DIRECTORATE FOR CONTRACTING, BLDG. 431, ATTN: CHARLIE D. HARRIS, JR., TEXARKANA, TX 75507-5000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.232-4059 CONTRACTOR INVOICE

Payment shall be made to the address on the award document if the address on the award document and the invoice are the same; otherwise, payment shall be made to the address stipulated as "Remit To:" authorized by the contractor either on the purchase order or invoice.

Following are items that must be on your invoice:

1. Name and address of contractor/vendor.
2. Invoice date.
3. Contract or purchase order number.
4. Line item number, with description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
5. Shipping and payment terms (for example, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.
6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or separate remittance address is indicated in contract/purchase order).
7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.
8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

52.246-4001 INSPECTION AND ACCEPTANCE

Red River Army Depot
Texarkana, Texas

52.247-4049 PACKAGING & MARKING

Material is to be packaged and packed in a manner to afford adequate protection against damage during shipment from supply source

to destination. Package and pack shall conform to the applicable carrier rules, regulations and tariffs and may be the industry standard commercial practice. All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability: Federal Stock Number and/or Manufacturer's Part Number; Noun; Quantity; Purchase Order Number; Requisition Number; Mark for Bldg; and Ship To. Exterior shipping containers shall contain a packing list or other documentation setting forth contents.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

__XX__ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

___ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (_____Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (_____Alternate III (May 2002).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)